

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

DEPARTMENT CHAIRPERSON COUNCIL

GOVERNING BOARD RESPONSES TO  
CONTRACT PROPOSALS

1978, 1981

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INITIAL PUBLIC RESPONSE  
BY THE  
GOVERNING BOARD  
OF THE  
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT  
TO THE  
INITIAL CONTRACT PROPOSAL  
FROM THE  
DEPARTMENT CHAIRPERSON COUNCIL  
OF THE  
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

\* \* \* \*

(DCC Proposal dated June 6, 1978)

Governing Board Response:

First presented: September 5, 1978

The Board, after review and study, and, public hearing, responds to the Department Chairperson Council as follows:

\* \* \* \*

#### PREAMBLE

District considers as superfluous to a collective bargaining agreement and outside the mandated scope of bargaining.

#### ARTICLE I RECOGNITION

District disagrees. District recognizes the Department Chairperson Council as the sole and exclusive representative of those employees of the bargaining unit enumerated in the decision of certification of the EERB, dated December 22, 1977, EERB Decision HO-R-48, Case No. SF-R-519, 525.

#### ARTICLE II DEFINITIONS

District disagrees with the inclusion of a separate "Definitions" Article and considers "Definitions," where required, to be incorporated within the articles or sections where used as more appropriate.

#### ARTICLE III RIGHTS AND RESPONSIBILITIES

District disagrees with language presented within Section A, Section B; considers Section C as presently mandated by law and, therefore, superfluous to the contract; considers Section D as presented as outside the scope of bargaining; considers Section E as outside the scope of bargaining; considers Section F, subject to clarification, as superfluous and outside scope of bargaining.

#### ARTICLE IV FAIR PRACTICES

District considers internal Association activities in regard to membership and dues as outside the scope of bargaining (A and B).

District generally agrees with "C," but specifically disagrees with the language presented to accomplish dues deductions.

District considers Section D as outside scope of bargaining.

#### ARTICLE V SELECTION OF DEPARTMENT HEADS AND PROGRAM SUPERVISORS

District disagrees with all language presented and directs its representatives to clarify all demands presented and to counterpropose in accord with Board direction. District further considers selection of employees and references to administrative structure as outside the scope of bargaining; District considers references to Academic Senate as irrelevant and outside the scope of bargaining.

ARTICLE VI  
DUTIES AND RESPONSIBILITIES  
OF DEPARTMENT HEADS AND PROGRAM SUPERVISORS

District disagrees with all language presented and directs its representatives to clarify all demands presented and to counterpropose in accord with Board direction. District further considers duties and responsibilities of its employees a management prerogative and outside the scope of bargaining.

ARTICLE VII  
SALARY OF EMPLOYEES

District generally disagrees with all language presented; considers Section D as outside the scope of bargaining; requests specific demands in regard to Section E; disagrees with Section F; considers Section G as illegal (during 1978-79 fiscal year); considers Section H as possibly illegal subject to clarification of the demand.

ARTICLE VIII  
REASSIGNED TIME FOR  
SUPERVISORY DUTIES & RESPONSIBILITIES

District requests specific demands in regard to Section A, Section B; and, in Section C, District disagrees with language and apparent Association concept of law.

ARTICLE IX  
TENURE

- A. District considers as outside the scope of bargaining.
- B. District considers as outside the scope of bargaining.
- C. District considers as outside the scope of bargaining.

ARTICLE X  
WORK YEAR AND WORK HOURS

- A. District disagrees.
- B. District disagrees.

ARTICLE XI  
FRINGE BENEFITS

District disagrees with both demands, as understood, and requires specific demands in regard to Paragraph 2.

ARTICLE XII  
LEAVES OF ABSENCE

District disagrees with language presented.



ARTICLE XIII  
INSTITUTIONAL PARTICIPATION

District considers as outside the scope of bargaining.

ARTICLE XIV  
PROFESSIONAL GROWTH

District considers conference, workshops, et. al., as outside the scope of bargaining.

ARTICLE XV  
GRIEVANCES

District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

ARTICLE XVI  
EVALUATIONS

District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

ARTICLE XVII  
PERSONNEL FILES

District disagrees with all language presented.

ARTICLE XVIII  
COMPLAINTS AND LEGAL ACTION

District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

ARTICLE XIX  
ORGANIZATIONAL USE OF FACILITIES

District agrees that provisions of access, bulletin boards, shall be included within the contract and directs its representatives to propose such language in accord with Board direction.

District considers Association's demand for free office space and free duplicating services as outside the scope of bargaining.

District demands clarification of Section D prior to response.

ARTICLE XX  
INFORMATION AND DATA

Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.

ARTICLE XXI  
CHANGES IN STRUCTURE

District considers as outside the mandated scope of bargaining.

ARTICLE XXII  
UNIT STABILITY

District considers as superfluous and outside the scope of bargaining.

ARTICLE XXIII  
PAST PRACTICES

Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

Parties agree that all past practices, standards, obligations, and commitments of the Governing Board to its employees are rejected mutually as a condition of entering into this agreement, except as they are expressly stated herein.

ARTICLE XXIV  
NO LOCKOUT PLEDGE

District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

ARTICLE XXV  
MISCELLANEOUS PROVISIONS

A. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

B. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

C. District disagrees with all language presented and direct its representatives to submit, in accord with Board direction, a District proposal.

D. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

E. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

1. District disagrees with all language presented and directs its representatives to submit, in accord with

Board direction, a District proposal.

2. District considers as outside the scope of bargaining.
3. District considers as outside the scope of bargaining.
- F. District considers as outside the scope of bargaining.
- G. District considers as outside the scope of bargaining.
- H. District considers as outside the scope of bargaining.
- I. District considers as outside the scope of bargaining.

ARTICLE XXVI  
NEGOTIATIONS AND SAVINGS

- A. District considers as outside the scope of bargaining.
- B. --
  1. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.
  2. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.
  3. District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.

ARTICLE XXVII  
HEADINGS

ARTICLE XXVIII  
DURATION

District disagrees with all language presented and directs its representatives to submit, in accord with Board direction, a District proposal.







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Response to

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

May 5, 1981

In accordance with the requirements of Government Code 3540 et. seq., the San Francisco Community College District Board hereby responds to the proposals of the Department Chairperson Council for a collective bargaining contract for fiscal years 1981-82, 1982-83, 1983-84.

In all following areas, the Board conditions each response as tentative and no response, proposal, or agreement is final until all items are finally agreed.

The Board further attaches proposed "Ground Rules for the Conduct of Negotiations" and directs its representatives to begin immediate negotiations, after public hearing of these district responses, on such "ground rules" and, when agreed, to proceed to negotiation of substantive contract issues in accordance with its terms.

The Board reserves, as does the Department Chairperson Council the right to introduce further or different proposals, and/or to amend, alter, revise or withdraw these initial responses and proposals.

The Board responds to the proposals submitted by the Council as follows:

Article 1 Recognition

1.1 - 1.5.2 District agrees. Present Contract language.

Article 2 Effect of Agreement

District agrees. Present contract language.

DOCUMENTS DEPT.

Article 3 Past Practices

District agrees. Present contract language.

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Article 4 Separability & Savings

District agrees. Present contract language.

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Article 5 Non-Discrimination

District agrees. Present contract language.

Article 6 Management Rights

District agrees. Present contract language with the addition that this article shall not be subject to the grievance procedure and with the added statement:

No waiver, omission, or failure to exercise any right, condition, or provision of this contract by management shall be construed or considered as a continuing waiver or the abandonment of any right, condition, or provision for any purposes in any subsequent application, interpretation, or implementation of this contract.

Article 7 Association Rights

- 7.1 - 7.8 District agrees. Present contract language.
- 7.9.1 District disagrees. Proposes: DCC withdraw the second paragraph of their proposal. If so, District agrees to paragraph one.
- 7.9.2, 7.9.3 District agrees. Present contract language.
- 7.9.4 District disagrees. District proposes: DCC pay all costs of printing and distributing copies to their membership.
- 7.10 District agrees. Present contract language.

Article 8 Evaluation

- 8.1 to 8.1.2 District agrees. Present contract language.
- 8.1.3 District disagrees. District proposes: A substitute Department Chairperson/Program Coordinator/Program Supervisor shall be evaluated at the sole discretion of management.
- 8.1.4 - 8.2.2 District agrees. Present contract language.

Article 9 Personnel Files

District agrees. Present contract language.

Article 10 Work Environment

District agrees.

Article 11 Leaves

- 11.1 District disagrees. District proposes Categorically-funded supervisors are not to receive any stipends.
- 11.2 District disagrees. District proposes no supervisory stipend will be paid to supervisors while on leave (paid or unpaid) of absence.
- 11.3 District agrees. Present contract language.

Article 12 Rights/Responsibilities of Supervisors

District agrees. Present contract language.

Article 13 Work Year

District disagrees. District will provide complete proposal for revision of this Article, after full clarification, during formal negotiations.

Article 14 Compensation/Salaries

District agrees. Present contract language.

Article 15 Stipends

District disagrees. Proposes: Present contract language.

Article 16 Reassigned Time

District disagrees. Proposes: Present contract language.

Article 17 Fringe Benefits

District agrees. Present contract language.

Article 18 Grievance Procedure

District agrees. Present contract language.

Article 19 Disciplinary Action

District disagrees. Proposes: DCC drop demand.

COLLECTIVE BARGAINING NEGOTIATION PROCEDURES  
between  
The San Francisco Community College District Governing Board  
and  
The Department Chairperson Council

These procedures will govern the conduct of negotiations between the San Francisco Community College District Governing Board and the Department Chairperson Council (DCC) of the San Francisco Community College District.

I. Negotiating Teams

- A. Chief Negotiator--A chief negotiator shall be appointed by each party and he/she shall be the spokesperson for his/her party both in and out of formal negotiation sessions. Each party may use as its chief negotiator a person who is not a member of the faculty, classified staff, administration, or Governing Board.
- B. Team Composition--Both parties shall limit the size of their negotiating teams to six (6) members, all of whom, except for the possible exception of the chief negotiators, will be employees of the San Francisco Community College District. For the DCC, all such employees will further be certificated members of the DCC who are certified by the PERB as supervisory employees. For the representatives of the Governing Board, all such employees may be any member of the District who is not a member of either the faculty unit or the supervisory unit.
- C. Change in Committee Members--Because the composition of each of the negotiating teams may of necessity change from time to time, each chief negotiator or designee shall immediately notify the other chief negotiator or designee of such changes in order that an accurate, on-going roster of the members of the two negotiating teams can be maintained.

Any change in a chief negotiator will be reported to the other chief negotiator no later than twenty-four (24) hours before a negotiating meeting.



D. Observers--No observers or anyone other than the regular members of the two (2) negotiating teams shall be present at any negotiating session. However, upon twenty-four (24) hour advance notice to the other chief negotiator, either negotiating team may make use of resource persons, at their own expense, who have specific information about an item being negotiated. Nevertheless, such resource persons may only be present at a negotiating session for the limited time needed to provide the specific information.

E. Release Time for DCC Negotiators

1. The District agrees that two (2) employee members of the six (6) member DCC negotiating team shall be released from their regular duties with no loss of compensation for scheduled and agreed-upon negotiation meetings between the parties. Moreover, the District shall, where required, arrange for, as well as fiscally compensate substitutes for the two (2) employee team members when they are attending scheduled and agreed-upon meetings.
2. The DCC agrees that it shall furnish to the District the names of the two (2) members who are to receive the agreed-upon release time for such scheduled and agreed-upon negotiation meetings. In order for these individuals to be eligible for release time compensation, the DCC chief negotiator shall submit their names as early as possible before a scheduled and agreed-upon meeting, but in no case less than twenty-four (24) hours prior to a meeting.

II. Meetings

- A. Session--There shall be a minimum of one (1) negotiation session every two weeks, where required.
- B. Hours--Each negotiation session shall be a maximum of three (3) hours unless

both chief negotiators mutually agree to a time extension for a particular negotiation meeting.

- C. Number of Meetings--Each party agrees that, where both chief negotiators mutually agree that more or less frequent meetings will facilitate the negotiation process, the minimum number of meetings may be increased or decreased.
- D. Convenience--Negotiation sessions shall be scheduled at times that create the least amount of schedule conflicts for both parties.
- E. Locations--The negotiating sessions referred to in II.A of this Agreement shall be conducted at the District Office at 33 Gough Street unless there is mutual agreement otherwise. All other meetings including more frequent meetings in II.C, special meetings in II.F, and/or communication of concern meetings in IV.F shall take place at the District Office at 33 Gough Street unless there is mutual agreement otherwise.
- F. Special Meetings--The chief negotiator of either party may request a special meeting of the ~~two~~ (2) negotiating teams. Whether such a special meeting will take place, however, will be subject to the mutual convenience of all of the team members of both parties.
- G. Notification--Each chief negotiator or designee will be responsible for notifying all of the members of his/her team in advance of the time and of the place for a negotiation meeting.

### III. Meeting Procedures

- A. Agenda--The agenda for each negotiation session, including date, time, and place, when possible, shall be agreed to by the two chief negotiators at least twenty-four (24) hours in advance of a negotiation meeting taking place. If advance agreement on an agenda for any meeting cannot be reached, the first item of business for said meeting will be to complete an agreed-upon agenda.

- B. Proposals--Within the boundaries established by the Agenda, proposals and counter-proposals may be presented by either party at any time during the negotiation session.
- C. Caucuses--The chief negotiator of either party may declare a caucus at any time. However, both teams will endeavor to keep such caucuses brief.
- D. Termination of Meetings--Either chief negotiator may terminate any negotiation meeting at any time.
- E. Record Keeping--Except by mutual agreement, no mechanical or electronic devices will be utilized at any negotiation session, and no professional stenographer or professional secretary will be used at any negotiation session.
- F. Cancellation of Meetings--If, due to unusual circumstances, either chief negotiator finds it necessary to cancel a scheduled negotiation meeting, the chief negotiator shall, if possible, notify the other party in writing at least twenty-four (24) hours in advance of the meeting. In such cases, each chief negotiator shall be responsible for notifying his/her team members. Cancellation of meetings should be kept to a minimum.

#### IV. Communications

- A. Transmittal of Documents--Only the chief negotiator or authorized designee will transmit interteam documents to the other. This shall be done in a formal meeting or by hand delivery or by mail. The chief negotiator or designee will always ensure that there are sufficient copies of all such documents for all of the members of both teams.
- B. Public Announcements--Each party may communicate with its constituency on matters relating to negotiations. Each party in doing so should use prudent judgments in its communications so that the progress of the negotiations is not jeopardized.
- C. Acceptance of Items--Any item which is mutually agreed to in a negotiation session shall be initialed by the two chief negotiators and shall be

considered a tentative agreement. Each party will keep its own copy. No item shall be a final agreement or acceptance until such time as all items are agreed upon.

- D. Editorial/Grammatical Changes--In case editorial/grammatical changes are agreed upon through the chief negotiators, the revised copies shall be presented and initialed, then each party will keep its own copy.
- E. Proposals/Counter-Proposals--Every proposal advanced by one party shall be done only via its chief negotiator and must be responded to either with an acceptance, a request to study the materials, with a counter-proposal, or with a rejection by the other chief negotiator. Reasonable reading and study time shall be allowed for team members between the submission of proposals and their discussion.
- F. Communication of Concern--Either chief negotiator may request a meeting to communicate his/her concern on a matter. Such meetings may also be for the purposes of exchanging information rather than for the conduct of negotiations. Whether such a meeting will take place, however, will be subject to the mutual convenience of all the team members of both parties.

V. Impasse/Ratification Procedures

- A. Impasse--At such time that an agreement cannot be reached, either party may declare an impasse. If such an impasse is declared, procedures established by PERB, or other procedures mutually agreed upon by both chief negotiators shall be followed.
- B. Ratification--Each party shall be responsible for fulfilling its respective procedures for ratification once a tentative agreement has been reached between the negotiating teams.

VI. Exclusive Bargaining

During the collective bargaining negotiations process, the District agrees to meet and negotiate in any manner only with the representatives officially designated



by the DCC to act on its behalf and agrees that neither the District, its officers, negotiating team members, official representatives, nor agents of the District will attempt to meet and negotiate in any manner privately or individually with the DCC Executive Council or with any individual supervisory employee or with any persons who are not officially designated by the DCC or by its representatives, on matters within the scope of collective bargaining negotiations. The District further agrees that it will issue directives to its other management employees not to meet and negotiate in any manner privately or individually with the DCC Executive Council, any individual supervisory employee, or any persons who are not officially designated by the DCC or by its representatives, on matters within the scope of collective bargaining negotiations.

During the collective bargaining process, the DCC agrees to meet and negotiate in any manner only with the representatives officially designated by the District to act on its behalf and agrees neither the DCC, its officers, negotiating team members, official representatives, nor agents of the DCC will attempt to meet and negotiate in any manner privately or individually with the Governing Board or with any individual Governing Board member or with any persons who are not officially designated by the Governing Board as its representatives, on matters within the scope of collective bargaining negotiations. The DCC further agrees that it will issue directives to its other supervisory unit members not to meet and negotiate in any manner privately or individually with the Governing Board, any individual Governing Board member, or any persons who are not officially designated by the Governing Board as its representatives, on matters within the scope of collective bargaining negotiations.

- VII. The existing contract provisions shall continue during negotiations in full force and effect until and, unless, one of the parties exercises, in writing, at least fifteen calendar days in advance a notice of determination that at that date it will no longer consider such contract as being in full force and effect.





